SINGLE SOURCE AWARD **BID # SS-0306-18**

Subject: Management and Promotion of Annual Bob Hayes Invitational Track Meet

Department: Office of Special Events

Description of Purchase:
Recommend approval of Single Source award to Bob Hayes Invitational Track Meet, Inc., for management and promotion of the Bob Hayes Invitational Track Meet. The organization promotes amateur athletics and education through hosting of an annual high school invitation, field meet and related activities. Period of service is from date of award through September 30, 2018, with an estimated annual expenditure not to exceed $84,875.00.

Funding for this award will be encumbered by check request through funding sources: SPET01ASE-08201.

Single Source Award To: Bob Hayes Invitational Track Meet, Inc.

Price Justification: See Attached

Total Award: $84,875.00 **Requisition #** N/A

Attachments: Single Source Form; Agency Memo; Previous Awards

Certification as to Single Source: Dave Herrell, Sports and Entertainment Officer, Office of Sports and Entertainment

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Office of Special Events

FUNDING SOURCE: SPET01ASE-08201-EVT014-18

BRIEF DESCRIPTION OF GOODS/SERVICES:

Management and promotion of the annual Bob Hayes Invitational Track Meet

AMOUNT OF PROJECT (attach quote): $84,875

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Grant to manage and promote the annual Bob Hayes Invitational Track Meet.

Please see attached prior year contract for detailed scope of services.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Bob Hayes Invitational Track Meet, Inc. is the provider of event management and promotion for their own annual track meet.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

There is non other organization to contact as the Bob Hayes Invitational Track Meet is the only organization that organized this event.

Submitted by: Joey Bergman (Name) Business & Finance Manager (Title)

Date: 10/13/17

Requesting Agency's Director's Signature:

Jacksonville
Where Florida Begins.

MEMORANDUM

TO: Gregory Pease, Chief of Procurement

FROM: Brent Fine, Office of Special Events Manager BF

CC: Joey Bergman, Business & Finance Manager

DATE: October 13, 2017

RE: FY18 Bob Hayes Track Meet

The Office of Special Events is requesting Procurement grant a single source award to Bob Hayes Invitational Track Meet, Inc. in the amount of $84,875 for the purpose of managing and promoting the annual Bob Hayes Invitational Track Meet.

The Bob Hayes Invitational Track Meet, Inc. is an organization that promotes amateur athletics and education through the hosting of an annual high school invitational track and field meet and related activities. The mission of the organization is to encourage existing middle and high school student athletes to continue competitive amateur athletics in the sport of track and field.

Please find attached a copy of the prior year award and contract.

Expenditures are not expected to exceed $84,875 and payments will be processed by contract payment.

ESTIMATED EXPENDITURES NOT TO EXCEED- $84,875
FUNDING SOURCE – SPET01ASE - 08201

SOLE SOURCE AWARD **BID # SS-0300-17**

Subject: Management and Promotion of Annual Bob Hayes Invitational Track Meet

Department: Office of Special Events

Description of Purchase:
Recommend approval of Sole Source award for Management and Promotion of the Bob Hayes Invitational Track Meet. The organization promotes amateur athletics and education through hosting of an annual high school invitation, field meet and related activities. Period of service is from date of award through September 30, 2017, with an estimated annual expenditure not to exceed $84,875.00.

Funding for this award will be encumbered by check request through funding sources: SPET01ASE-08201.

Sole Source Award To: Bob Hayes Invitational Track Meet, Inc.

Price Justification: See Attached

Total Award: $84,875.00 **Requisition #** N/A

Attachments: Sole Source Form; Agency Memo; Previous Awards

Certification as to Sole Source: Dave Hamell, Sports and Entertainment Officer, Office of Sports and Entertainment

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.208.

ANALYST: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 10/20/16

ACTION OF AWARDING AUTHORITY

DATE: 10/20/16

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Pursuant to
Executive Order No. 2015-05

FORM GB-114, Revised 12/2007

SOLE SOURCE/PROPRIETARY REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Office of Special Events

PROPRIETARY ☐

SOLE SOURCE ☒

FUNDING SOURCE: SPET01ASE - 08201

BRIEF DESCRIPTION OF GOODS/SERVICES:
Management and promotion of the annual Bob Hayes Invitational Track Meet

AMOUNT OF PROJECT (attach quote): $84,675

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
Grant to manage and promote the annual Bob Hayes Invitational Track Meet.
Please see attached prior year contract for detailed scope of services.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED PROPRIETARY/SOLE SOURCE PROVIDER:
Bob Hayes Invitational Track Meet, Inc. is the provider of event management and promotion for their own annual track meet.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
There is no other organization to contact as the Bob Hayes Invitational Track Meet is the only organization that organized this event.

Submitted by: Dave Herrell, Sports + Entertainment Officer
(Name) (Title)

Date: 10/4/16

Requesting Agency's Director's Signature:

Procurement Division **September, 2008**

S 311-13

2016-2017 CITY GRANT AGREEMENT
(Draw Grant – Bob Hayes Invitational Track Meet)

THIS AGREEMENT (*"Agreement"*), made and entered into on this 13 day of May, 2017, by and between the **CITY OF JACKSONVILLE**, a political subdivision and municipal corporation of the State of Florida (hereinafter referred to as the "*City*") and **BOB HAYES INVITATIONAL TRACK MEET, INC.**, a Florida non-profit corporation (hereinafter referred to as the "*Recipient*").

WITNESSETH:

WHEREAS, Ordinance 2016-504-E of the City of Jacksonville, Florida has appropriated for the City's current Fiscal Year October 1, 2016 through September 30, 2017 the sum of $84,875.00 to the Recipient, to conduct a program under the oversight of the Office of Special Events, or its successor City department, commission or agency (hereinafter referred to as the "*Department*"), and subject to the requirements of Chapter 118, *Ordinance Code*, entitled the Bob Hayes Invitational Track Meet (hereinafter referred to as the "*Program*"); and

WHEREAS, it is in the best interest of the City to enter into an Agreement with the Recipient to administer and conduct the Program in accordance with the terms and conditions set forth herein; and

WHEREAS, the undersigned representative of the Recipient has been authorized to sign this Agreement, which shall be binding upon the Recipient;

NOW THEREFORE, IN CONSIDERATION of the appropriation and disbursement of City Funds now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

I. INCORPORATION OF RECITALS

The above stated recitals are accurate, true and correct and, by this reference, are incorporated herein and made a part thereof.

II. GENERAL CONDITIONS

A. The Recipient shall provide services for the Program as set forth in **Exhibit A** ("*Scope of Services*" or "*Services*"). The Scope of Services also includes the budgeted use of City Funds (defined herein) and the Program Goals and Objectives/Outcomes.

B. Recipient agrees to do as follows:

1. To accept the City Funds as appropriated in accordance with the terms of this Agreement, the provisions of the Ordinance appropriating said funds and of Chapter 118, Parts 1-5, of the *Ordinance Code* of the City of Jacksonville, as amended from time to time,

a copy of which can be obtained by Recipient online at http://library.municode.com/, and by this reference is made a part hereof and incorporated herein; such funds shall be used only for the Program and for no other purpose; and

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Recipient online at http://www.leg.state.fl.us/Statutes/, and by this reference is made a part hereof and incorporated herein, by considering all documents relative to this Agreement and the funding thereunder to be public records, as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time may be amended; and

4. To return to the City within fifteen (15) days of written demand therefor all City Funds paid to the Recipient under the terms of this Agreement upon the City's, (including, but not limited to the City Council or any other department, division or office of the City), finding that the terms of this Agreement, the provisions of the Ordinance appropriating funds to the Recipient, or the provisions of said Chapter 118 have been violated by the Recipient; including but not limited to making the disallowed expenditures, as specified in Chapter 118, Parts 3 and 4, Ordinance Code; and for the cost of required audits, which are specifically disallowed by this Agreement.

5. Recipient shall maintain a separate bank demand account and/or time deposit account and deposit and keep all City Funds received and no other funds in accounts and make all disbursements of City Funds from said accounts. Recipient shall maintain a separate budgetary accounting system so that the receipt and disbursement of City Funds can be accurately and adequately determined by reference to the book of accounts of the recipient and a separate bank account need not be maintained.

In using one of the above stated methods, if Recipient opts for deposit in an interest bearing account, Recipient shall report to the City with all other information provided monthly, the amount of interest earned, the amount of interest received and the use made of such interest. Any interest earned on City Funds provided pursuant to this Agreement can be spent only on item(s) already in the Recipient's approved budget.

6. To Consent to:

i) Such audits of the financial affairs of the Recipient by the Department and/or the Council Auditor's Office as the Department or the Council may require; and

ii) Producing all documents required by the Department and/or the Council Auditors; Recipient agrees to give the City complete and unfettered access to all City Funds provided, by the City, under this Agreement, at all times, during regular business hours, to ensure that the City funding is being properly spent; and

iii) If the Recipient receives funding less than $100,000.00 from the City, Recipient shall furnish to the City an annual report of receipts and expenditures of City Funds in such form as the Council Auditor shall prescribe. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of the Recipient's organization. This report shall include the time period of the City's fiscal year commencing on October 1, 2016 and ending on September 30, 2017 and shall be due on November 15, 2017.

iv) If the Recipient receives funding in an amount from $100,000.00 to $500,000.00, either from one (1) City funding source, or cumulatively from two (2) or more City funding sources, the Recipient shall obtain and provide to the City an original single independent audit of the program funds in accordance with Generally Accepted Auditing Standards ("GAAS"), issued by the Accounting Standards Board of the American Institute of Certified Public Accountants ("AICPA") This report shall be due within 180 days of the close of the City's fiscal year; and this report shall present information based upon the City's fiscal Year commencing October 1, 2016 and ending September 30, 2017.

v) If the Recipient receives funding, in an amount in excess of $500,000.00, either from one (1) city funding source or cumulatively from two (2) or more City funding sources, the Recipient shall obtain and provide to the City an original single independent audit of the program funds conducted in accordance with both GAAS and Government Auditing Standards ("GAS") issued by the Comptroller General of the United States; and, if applicable, the provisions of Office of Management and Budget Circular A-133, Audits of Institutions of Higher Education and Other nonprofit Organizations, of its financial affairs for its fiscal year ending with the current City fiscal year. Such report shall be made by an independent certified public accountant. Such report shall be due within 120 days of the close of the Recipient's fiscal year; in addition to the information described above, such report shall present information regarding its use of City funding based upon the City's fiscal year commencing October 1, 2016 and ending September 30, 2017.

vi) The independent certified public accountant's report shall include separate statements of source and status of funds received from the City, and program costs showing the expenditure of City Funds as compared to the authorized budget for those funds from the City. The report shall include the detailed budget included in the Recipient's Application and approved by the Council and shall be adjusted by any budget changes approved during the term of this Agreement.

vii) Including in contracts with its contractors used in the performance of this Agreement, a provision under which Recipient's contractors shall agree to file the reports as referenced and required by Sections V.A and B, and VII.B of this Agreement and allow the City, by and through its authorized representatives to audit all books, accounts and other documentation relative to the receipt and expenditure of funds provided, by the City under this Agreement.

7. Recipient's violation of any of the provisions contained herein, including the failure to adhere to the auditing or reporting requirement of this Agreement or Chapter 118, *Ordinance Code,* shall be a material breach of this Agreement and may result in

immediate termination of this Agreement and return of all funding, in the sole discretion of the City, notwithstanding any other provision of this Agreement to the contrary. Such refund shall be made in accordance with Section II.B.4 of this Agreement.

III. ASSIGNMENT AND SUBCONTRACTS

A. The Recipient shall not assign any rights or duties under this Agreement to any other party not specifically identified in the Application for funding without the prior written permission of the City. If the Recipient attempts to assign any rights or duties without securing prior written permission, this Agreement shall be declared void by the City and the Recipient thereupon agrees to refund and return to the City all payments made pursuant to this Agreement which are unspent by Recipient at the time of such unpermitted assignment or which were spent by Recipient subsequent to said unpermitted assignment. Such refund and return shall be made within five (5) business days from demand.

B. The Recipient shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining the prior written approval of the City which written approval shall be attached to the original Agreement and subject to such conditions and provisions as the City may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for the purchase by the Recipient of such articles, supplies, equipment and services which are both necessary and incidental to the performance of the Services required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the City of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the City in addition to the total agreed upon price contained herein.

IV. EFFECTIVE DATE/TERM OF AGREEMENT

This Agreement shall become effective upon full execution by both parties, and shall continue in full force and effect as to all its provisions, terms and conditions until the 30th day of September 2017, unless sooner terminated with or without cause, by either party, by giving thirty (30) days prior written notice of such termination to the other party, unless both parties mutually agree upon a lesser time in writing. In the event that this Agreement is terminated early, by either party, any funds, in the possession of Recipient, that are unspent and/or unencumbered at the time of receipt of notice of termination, shall be returned to the City within five (5) business days of termination. Pursuant to the legislative mandate in Section 118.301 (a)(5), *Ordinance Code*, all funding provided pursuant to this Agreement shall be spent or otherwise encumbered during the Agreement term ending September 30, 2017. Any such funds not spent or otherwise encumbered shall be returned to the Department, as provided in Section 118.301(a)(5) *Ordinance Code* and Section XVI of this Agreement for deposit into the City's General Fund.

V. PAYMENT

A. The City agrees to pay the Recipient the total amount of $84,875 for the Program (the "*City Funds*"). Such total sum shall be payable within thirty (30) days of full execution of this Agreement.

Notwithstanding the foregoing, all accounting, submittals and/or financial reports must have been approved and accepted by the City as true and correct no later than October 4, 2017 in order for the Recipient to receive any remaining payments for the Services performed during the grant period prior to October 11, 2017.

B. Except for the limited exception in Section XXVII of this Agreement, any costs of the Services paid for under any other agreement or funding source are not eligible for payment under this Agreement. Violation of this clause will constitute a material breach of this Agreement and shall stand as grounds for the City's withholding of funds from any source under this Agreement, or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, shall allow for the immediate termination of this Agreement, upon twenty-four (24) hours' written notice, and shall require the return of all funds paid to the Recipient under this Agreement upon demand by the Director of the Department or his/her designee. Violation shall also be reported to any federal, state or other funding sources for investigation.

C. Suspension of Funds: In the event that the Recipient comes under investigation by any government or funding agency for activities including for example, but not limited to misuse of grant funds, improper accounting for grant funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all city funding under this Agreement may be suspended in the sole and exclusive discretion of the City until such time as the said investigation has been resolved, in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

i) If said investigation has been resolved favorably to the Recipient, or if, prior to such resolution, the Recipient's explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all suspended funds subject to this Agreement will be paid, as appropriate.

ii) If, on the other hand, the said investigation has been resolved adversely to the Recipient or if prior to such resolution, Recipient's explanation has not been accepted by the Council Auditors as satisfactory, then the contract shall be immediately terminated, notwithstanding any provision in this Agreement to the contrary, and all suspended funds shall become disencumbered and shall be returned to the General Fund of the City. Furthermore, in the event of such adverse resolution, Recipient shall return, to the City, all such misused funds, all such improperly accounted for funds and all such funds subject to multiple billings.

iii) In the event the said investigation extends beyond the expiration date of this Agreement, as specified in Section IV, then the City will seek legislation to avoid

lapsing of funds and this Agreement will continue on a month to month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the City's General fund, by the passage of time.

D. The parties understand and agree that the absolute last date the City can request a check for reimbursement of 2016-2017 funds is October 11, 2017. Recipient shall submit the final request for funds under this contract, along with any supporting documentation in accordance with Section V, no later than October 4, 2017, in order for the City to request a check for payment of 2016-2017 funds, including any retainage amount being held, by October 11, 2017.

E. The Recipient shall execute the "Certification of Additional Funding Sources" attached hereto as **Exhibit B**, and upon execution shall become a part hereof.

VI. TECHNICAL ASSISTANCE

A. The Recipient shall notify the City if sufficient staff, facilities and equipment necessary to deliver the Services for the Program cannot be maintained. Failure to notify the City of any such deficiencies, or to adequately maintain sufficient staff, facilities and equipment necessary to provide the Services after a reasonable period given by the City to cure (in no event longer than five (5) business days to cure) shall be a material breach of this Agreement and grounds for termination, upon twenty-four (24) hours written notice.

B. As a provider agency of the City, the Recipient agrees to participate in all City meetings and any other community activities reasonably requested by the City.

VII. PROGRESS REPORTS/ FINANCIAL REPORTS/PROGRAM MONITORING

A. The City's Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the provisions of this Agreement. The City's Contract Administrator for this Agreement will be the Director of the City's Office of Special Events or other appointed designee.

B. Recipient agrees to provide the City's Contract Administrator, or his/her designee with an annual narrative progress report on the Program described in **Exhibit A** and shall include basic statistical information relevant to the Program. Report forms are attached in **Exhibit A.** Narrative program report due dates are as follows:

October 4, 2017.

The Recipient shall provide the Contract Administrator with a financial report along with the annual narrative progress report during the term of this Agreement on the same due date as the annual narrative progress report which shall include a statement of expenditures made in each budget category and line item identified in the Recipient's budget attached in **Exhibit A.**

Failure to submit required reports and documents shall result in a temporary hold on financial reimbursements until reporting is current.

C. The City's Contract Administrator or designee, annually, as outlined in Exhibit A will monitor the Program Goals and Objectives. The City's Contract Administrator will determine if the Recipient's stated Program Goals and Objectives have been met, or if sufficient progress has not been made toward meeting said Goals and Objectives. Failure of the Recipient to at least maintain sufficient progress in these areas may be grounds for termination of this Agreement.

D. The Office of Special Events shall have the absolute right, at all times, during Recipient's normal business hours, with or without notice, to enter the Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the funded program/agency. Failure of the Recipient to allow the Office of Special Events and/or its authorized representatives to enter its premises, shall be a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, shall stand as grounds for the withholding of funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and shall require return to the City of all funds paid to the Recipient, under the terms of this Agreement.

VIII. INTEREST OF CITY OFFICERS/EMPLOYEES AND OTHERS

No officer or employee of the City, no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects such person's personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

IX. INTEREST OF THE RECIPIENT

The Recipient covenants that neither it nor any of its officers, Board Members or employees presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. The Recipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

X. PERSONNEL

A. The Recipient represents that it now has, or will hire at its sole expense, all personnel required in performing the Services. Such personnel shall not be employees of or have any contractual relationship with the City.

B. The Services shall be performed by the Recipient, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or licensed under appropriate state and local law as necessary to perform the Services.

C. The Recipient represents that it will at its sole expense, require all staff and/or volunteers who work with juveniles or youth (any unmarried person under the age of 18 years and who has not been emancipated by order of a court of competent jurisdiction) and vulnerable adults (e.g. elderly or physically, mentally, or emotionally disabled, including victims of crime.) to submit to a criminal history records check. This applies to all positions involving direct contact with juveniles, youth or vulnerable adults with the exception of special event volunteers. For purposes of this Agreement, a special event volunteer is defined as a volunteer committed to assist on a specific event/project lasting less than two consecutive weeks and where duties are performed under supervision of staff or certified volunteer leadership.

XI. RECORDS

A. By the acceptance of the City Funds, the Recipient agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure and use of public funds from the City. Therefore, except to the extent prohibited by the Health Insurance Portability And Accountability Act of 1996 (HIPAA), a copy of which can be obtained by Recipient online at http://www.cms.gov/HIPAAGenInfo/, which regulations are incorporated herein by reference, as applicable, all the financial, business and membership records of the person, corporation, foundation, trust, association, group or organization, relative to the grant shall be public records and subject to the provisions of the Public Records Law. Failure of the Recipient to comply with this requirement will constitute a breach of this Agreement and would cause cancellation of the grant contract and require the return of grant funds to the City.

B. The Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by Recipient from the City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars including A-102, A-87, A-110, A-122, A-133 and A-21 may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the City or the City of Jacksonville Council Auditor may deem necessary.

D. The Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after receipt of final payment from the City.

XII. AUDIT

A. In accordance with Section II.B.6 of this Agreement, Recipient at its sole cost and expense, shall obtain a single independent audit of the program funds annually by an independent certified public accountant not associated with the Recipient or the program or

activity herein described, and shall provide the City with an original copy of said audit or audits covering the period specified in Section II.B.6 above no later than one hundred eighty (180) days after the expiration of the City's fiscal year or years covering the aforesaid period.

B. Failure of the Recipient to provide a copy of a duly executed audit performed in accordance with the preceding guidelines (Section II.B.6) shall constitute a material breach of this Agreement and, notwithstanding any provision of this Agreement to the contrary, shall stand as grounds for the withholding of funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and shall require return to the City of all funds paid to the Recipient, under the terms of this Agreement.

C. If an audit pursuant to OMB Circular A-133 is applicable, grant funds shall not be used to pay for the audit, if said grant involves federal funds of less than $500,000.

D. Notwithstanding any other audit rights provisions in this Agreement, the following audit rights requirements are in addition and supplemental to those other audit requirements in this Agreement:

1. The Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of this Section XII.D hereinafter referred to as the "Records") sufficient to reflect all receipt and expenditures of funds provided by the City under this Agreement.

2. The Recipient shall retain all Project Records pertinent to this Agreement for a period of five (5) years after completion of the Program. If an audit has been initiated and audit findings have not been resolved at the end of six years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City. Records shall be retained for longer periods when any retention period, as a matter of law, exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the City, the Recipient shall facilitate the duplication and transfer of any Records during the required retention period in Paragraph 2 hereof.

4. The Recipient shall provide these Records at all reasonable times for inspection, review, copying or audit by the City.

5. At all reasonable times for as long as the Records are maintained, The Recipient shall allow persons duly authorized by the City to have full access to and the right to examine any of the provider's Records, relative to the Project, regardless of the form in which kept.

6. The Recipient, at its sole and exclusive cost and expense, shall provide audits or reports as requested by the City, and shall insure that all related party transactions are disclosed to the auditor.

7. The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, deemed necessary by the City's Contract Administrator.

8. The Recipient shall permit the City to interview any employee's subcontractors and subcontractor employees of the Recipient to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, if performance of the Recipient is, in the opinion of the City, deficient, the City will deliver to the Recipient a written report of the deficiencies and request for development by the Recipient of a corrective action plan. The Recipient hereby agrees to prepare and submit, to the City, said corrective plan within five (5) business days of receiving the City's written report. Thereafter, the Recipient shall correct all deficiencies in the corrective action plan, within five (5) business days from the City's receipt of the corrective action plan.

9. All reports, audits, and other information provided by the Recipient pursuant to this Section shall contain the following statement: "The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes."

10. To the extent that the Recipient uses subcontractors in the performance of the Services under this Agreement, or assigns this Agreement with prior City consent, the Recipient shall include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

XIII. BUDGET CHANGES

The approved budget for the Recipient is included in **Exhibit A**. The recipient can transfer the greater of $2,500.00 or +/- 20% between line items. The Contract Administrator must approve transfers in excess of $2,500.00 or +/- 20% line items, provided the total expenditures shall not exceed the maximum indebtedness of this Agreement. Budget amendments requested by the Recipient must be received in writing and logged in by the Contract Administrator no later than 60 days after the Program event date.

XIV. CONTRACT, SCOPE OF WORK/SERVICES CHANGES

A. The City may, from time to time, require changes in the Services to be performed by Recipient under this Agreement. Such changes, including any increases or decreases in the amount of the Recipient's compensation, which are mutually agreed upon by the City and the Recipient, shall be incorporated in written amendments to this Agreement signed by both parties' authorized representatives.

B. Any request for change of service delivery site or the Services provided shall be submitted by the Recipient in writing and approved by the City at least thirty (30) days

prior to said changes. Failure to properly notify the City will constitute a breach of this Agreement and will be grounds for termination under Section XVIII.

C. In the event lawfully appropriated funds to finance this Agreement become unavailable, the City may terminate the contract upon no less than twenty-four (24) hours notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The City shall be the final authority as to the availability of funds.

D. Should it become necessary for the City to change the designation of the City's Contract Administrator, the City shall use its best efforts to notify the Recipient within 48 hours of such change.

V. EQUIPMENT PURCHASES

A. Equipment, property or tangible personal property (collectively referred to as the "Property") purchased with funding pursuant to this Agreement shall be non consumable and consistent with City capitalization requirements or Section 122.801(e), Ordinance Code, as amended. Such Property must have a useful life of one (1) year or more and shall be inventoried by the Recipient. The Recipient shall retain property inventory records, acquisition documents and usage records. Upon expiration of Recipient's use of the Property for the Program or for a City approved public purpose, the Property shall be transferred free and clear of all liens and encumbrances to the City via a bill of sale or otherwise disposed of as may be authorized in writing by the City.

B. The Recipient agrees to make all reasonable efforts so as to adhere to the following City procurement requirements in its purchase of labor, materials, supplies and equipment that are not deemed sole source:

1. Any purchase up to $ 2,500 will require that documentation of one (1) written quotation.

2. Any purchase of $2,501 to $15,000 will require two (2) written quotations.

3. Any purchase of over $15,001 to $30,000 will require three (3) written quotations.

4. Any purchase of over $30,001 to $50,000 will require four (4) written quotations.

5. Any purchase of over $50,000 will require a formal bid procedure (advertising and sealed bids).

C. Quotations received shall include date, time, vendor, telephone number, and person giving the quote. Please include minority vendors whenever possible.

XVI. RESIDUAL FUNDS AND INTEREST

Recipient agrees that any funds provided by the City for the operation of the program or activity during the period October 1, 2016, through September 30, 2017, including any interest earned by those funds provided by the City, which are residual funds, remaining unspent or unencumbered by any existing (not contingent) legal obligation, shall be returned to the City in the form of a negotiable instrument not later than ninety (90) days after the close of the aforesaid period, except that when a Recipient continues to receive a Miscellaneous Appropriation from the City in the next fiscal year, a limited amount of residual funds may be carried forward from September 30 to October 1, which shall not exceed ten percent (10%) of the current appropriation to the Recipient or $500, whichever is greater. The City appropriation for the new fiscal year shall, however, be reduced by the amount of the unencumbered residual funds so carried forward. Any additional unencumbered residual funds shall be returned as provided herein above.

XVII. REVERSION OF ASSETS

The Recipient shall transfer to the City any City Funds or assets on hand and any accounts receivable attributed to the use of City Funds at such time the City no longer does business with the Recipient for the purposes described in **Exhibit A.** However, any real property under the Recipient's control that was acquired or improved in whole or in part with City Funds in excess of $2,000 shall be used to meet one of the objectives of the Public Service Grant program, until three years after expiration of this Agreement or such longer period of time as determined appropriate by the City. Should the Recipient dispose of such property prior to the expiration of the three year period set forth herein, the Recipient shall reimburse the City for the acquisition or improvement of such property less any portion of the value of the property attributable to expenditures of non-City Funds for acquisition of, or improvement to the property when the Recipient ceases doing business with the City for the purposes described in **Exhibit A.** At the end of the three (3) year period set forth herein, the Recipient shall dedicate the subject real property, in fee simple, free and clear of any and all encumbrances, by warranty deed to the City.

XVIII. BREACH /TERMINATION

A. If the Recipient breaches any term of this Agreement, the City may, by written notice of breach to the Recipient, terminate the whole or any part of this Agreement in any of the following circumstances:

1. If the Recipient fails to provide the Services within the time specified herein or any extension thereof; or

2. If the Recipient fails to perform any of the other provisions of this Agreement; and

3. If the Recipient fails to correct said breach within five (5) business days from receipt of the written notice of breach.

B. Termination shall be upon no less than twenty-four (24) hours' notice in writing, if the breach has not been corrected within the five (5) business days. Said notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery.

C. Upon receipt of a notice of termination and, except as otherwise directed, the Recipient shall:

1. Cease working under this Agreement on the date and to the extent specified in the notice of termination.

2. Place no further orders or subcontracts to the extent that they relate to the performance of the work, which was terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.

4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report without reimbursement for the Services rendered in completing said reports beyond the termination date.

XIX. NOTICE

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Such notice shall be delivered to:

For the City:
Brent Fine
Special Events Manager
Office of Special Events
117 W. Duval Street, Suite 280
Jacksonville, FL 32202

For the Recipient:
Mr. James Day, Executive Director
c/o Mr. Mark Kaleel, CPA
Bob Hayes Invitational Track Meet, Inc.
2255 Dunn Avenue, Suite 601
Jacksonville, FL 32218-4742

XX. INDEMNIFICATION/INSURANCE

A. The Recipient including its employees, agents, shall hold harmless, indemnify, and defend the City, its directors, officers, employees, representatives, and agents against any claim, action, loss, damage, injury liability, cost and expense of whatsoever kind or

nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the Recipient's, its employees', agents performance or lack of performance under this Agreement. Should the City, as a result of the Recipient's performance or lack thereof, be required to reimburse any sums to any Recipient, federal or state, contributing funds to this project, or should the City be required to expend City Funds to complete or correct performance of the Recipient under this Agreement, the Recipient will immediately refund and reimburse the City for all sums so expended.

B. In the event of joint negligence on the part of the City and the Recipient, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the effective date of this Agreement; provided however the City's responsibility shall be subject to the provisions and limitations of Section 768.28, Florida Statutes.

C. For the purpose of this indemnification, the term "City" shall mean the City of Jacksonville as a Florida municipal corporation and shall include its elected officials, its officers, employees, agents, and representatives.

D. The Recipient shall act as an independent contractor, and not as an employee of the City, in operating the aforementioned service. The Recipient shall provide indemnification and proof of insurance in a manner prescribed in the City of Jacksonville Insurance Requirements and shall furnish a copy of this insurance policy to the City. In addition to the insurance requirements set forth herein, the Recipient shall ensure that the following limits of coverage required by the City of Jacksonville as provided in Section XX.E are provided and maintained during the entire period of the contract.

E. Minimum Baseline Insurance Requirements. Without limiting its liability under this Agreement, the Recipient shall at all times during the term of this Agreement procure and maintain at its sole expense during the life of this Agreement (and Recipient shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and in the minimum amounts stated below, and provide a certificate on a form that is acceptable to the City's Division of Insurance & Risk Management evidencing the following required coverages to the City and naming the "City of Jacksonville, Florida" as an additional insured under said coverages:

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$100,000 Each Accident
	$500,000 Disease Policy Limit
	$100,000 Each Employee/Disease

Commercial General Liability - (Form CG0001)

(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

	$2,000,000 Each Occurrence or wrongful act $2,000,000 Aggregate $ Included in the above limit - Products & Completed Operations and Personal/Advertising Injury $ $50,000 Fire Damage
	$5,000 Medical Expenses or Self-Insured
Automobile Liability (Coverage for all automobiles-owned, hired or non-owned)	$1,000,000 Total Any One Accident
Professional Liability	$1,000,000

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three-year reporting option beyond the annual expiration date of the policy.

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any Services hereunder, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. The recipient shall be responsible to provide continuation certificate of insurance 30 days prior to each for the length of the agreement. **The Recipient shall provide notice to the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal.**

Anything to the contrary notwithstanding, the liabilities of the Recipient under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor shall relieve the contractor or its sub-contractors' or sub-subcontractors' from responsibility to provide insurance as required by the contract.

F. In the event of joint negligence on the part of the City and the Recipient, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the effective date of this Agreement;

G. For the purpose of this indemnification, the term "City" shall mean the City of Jacksonville as a municipal corporation and shall include its elected officials, its officers, employees, agents, and representatives.

XXI. CIVIL RIGHTS

A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement.

B. The Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to the persons served.

C. The Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.

D. The Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. The Recipient shall comply with the Americans with Disabilities Act of 1990(Public Law 101-336) in regard to employees and persons served.

F. It is expressly understood that, upon receipt of evidence of such discrimination, as indicated above, the City shall have the right to terminate this Agreement as provided in Section XVIII.B.

XXII. EQUAL EMPLOYMENT OPPORTUNITY

The Recipient shall not discriminate directly or indirectly, on the grounds of race, color, religion, sex, age or national origin in its employment practices. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. The Recipient shall incorporate this provision in all subcontracts for the Services provided under this Agreement.

XXIII. OTHER CONDITIONS

A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by both parties and attached to the original of this Agreement. The parties agree to amend this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.

B. The Recipient agrees to include the statement "This program is funded in whole or in part by the City of Jacksonville through a Public Service Grant" or similar language agreed to in writing by both parties when referencing this Program.

C. This Agreement shall apply to the City Funds appropriated hereunder, provided that the City's rights and the Recipient's duties hereunder shall continue for a period of five (5) years from the date of execution hereof.

D. Organization-furnished automobiles: That portion of the cost of organization-furnished automobiles that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees. These costs are allowable as direct costs to sponsored award when necessary for the performance of the sponsored award and approved by awarding agencies.

E. In the performance of its duties and obligations, pursuant to the provisions, terms and conditions of this Agreement, the Recipient shall comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and/or may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, the Florida "Sunshine Laws" consisting of Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Open Meetings Law). Such laws, rules, regulations and ordinances shall also include, but are not limited to the obtaining and maintaining of all licenses and certifications that are required to perform the Services contemplated in this Agreement, in the City of Jacksonville, Florida. If any of the obligations of this Agreement are to be performed by a subcontractor or sub-recipient the provisions of this Section XXIII.E shall be incorporated into and become a part of the subcontract or sub-recipient contract.

F. Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, the City's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

XXIV. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. Without limiting the representations, warranties and covenants of Recipient set forth elsewhere in this Agreement, as a material inducement for City to enter into this Agreement, Recipient represents and warrants to City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the Term of this Agreement as if continuously reiterated) that:

1. Recipient is a Florida non-profit corporation incorporated and validly existing under the laws of the State of State of Florida and authorized to conduct business and in good standing in the State of Florida or Recipient has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has full power and authority to execute and

deliver this Agreement and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder. The individuals signing on behalf of Recipient have full power and authority to do so.

2. The making, execution and delivery of this Agreement and performance of all obligations hereunder by Recipient have been duly authorized and approved by the shareholders, members, partners, or Board of Directors of Recipient (as the case may be).

3. This Agreement and all documents contemplated hereby each constitute a legal, valid and binding obligation of Recipient, enforceable in accordance with their respective terms, assuming execution of the same by City.

4. This Agreement and all documents contemplated hereby do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ or injunction to which Recipient is bound, or any provision of any applicable law or regulation to which Recipient is bound. The execution and delivery of this Agreement and all documents contemplated hereby, and performance of its obligations hereunder and thereunder will not result in a breach of or constitute a default under any agreement or require the consent from any third party.

5. Recipient and each of its subcontractors, suppliers, and other persons performing services relating to the Scope of Services hold all necessary licenses, permits and authorizations required by applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Scope of Services.

6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient has obtained for the implementation of the Scope of Services, all necessary approvals from governmental or quasi-governmental authorities having jurisdiction over the Scope of Services. All such governmental approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

8. Recipient is not in default under any agreement with City, and Recipient has satisfied any and all conditions imposed by any governmental authority in connection with the Scope of Services.

B. The City shall consider the employment by Recipient of unauthorized aliens a violation of Section 274A(e) of the federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this contract upon thirty (30) days prior written notice of such cancellation.

XXV. FISCAL YEAR OF RECIPIENT

The Recipient's fiscal year ends on September 30, 2016.

XXVI. INCORPORATION OF EXHIBITS

All Exhibits that are attached hereto are, by this reference, incorporated herein and made a part hereof.

XXVII. NEGOTIATED AGREEMENT

The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to, as "*Fortius Contra Preferentum*" shall not be applied to this Agreement or any interpretation thereof.

XXVIII. DUAL PAYMENTS PROHIBITION

Recipient shall not apply the City Funds received under this Agreement to Services that are being or have been paid or reimbursed, in whole, from funds from other sources; provided however that nothing shall prohibit partial payment for Services from the City Funds under this Agreement, together with partial payment for the Services from other funding sources if the total amount of all funds do not exceed the agreed upon monetary value for the Service provided. Application for and/or receipt of such dual payments shall constitute a material breach of this Agreement and may be grounds for immediate termination, on twenty-four hours oral notice, notwithstanding any other provision herein to the contrary. In such event, Recipient shall be subject to damages in the amount of the City Funds that were received as dual payments, as prohibited herein; and the City shall be entitled to all other remedies allowable by law.

XXIX. ENTIRE AGREEMENT

This Agreement contains the entire agreement by and between the parties with respect to the receipt and expenditure of the City Funds. No agreement, understanding, course of action, course of conduct or statement by either of the parties or their authorized representatives shall be effective if it is not contained in this Agreement. Any revision, amendment or other change to this Agreement shall be in writing and signed by the parties hereto by their authorized representatives.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHERE OF the parties hereto have duly executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Pursuant to Executive Order No. 2015-05

In compliance with Section 24.103(e) the *Ordinance Code* of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
Contract Number: 8311-13

FORM APPROVED:

By: _____
Office of General Counsel

BOB HAYES INVITATIONAL TRACK MEET, INC., a Florida non-profit corporation
Federal EID: 59-3733845

By: _____
Print Name: James Day
Title: Executive Director

G:\Gov't Operations\JSawyer\Special Events (1550)_Bob Hayes Invitational Track Meet (1600004)\2016-17\Bob Hayes Grant Agreement FY16-17 v2.doc

EXHIBIT A

Scope of Service

Narrative Report
Of the
Bob Hayes Invitational Track Meet, Inc.

The Bob Hayes Invitational Track Meet, Inc.(Bob Hayes Inc.) is a non-profit organization 501©(3) of the Internal Revenue Code incorporated under Florida Statutes in July of 2001 and promotes amateur athletics and education through the hosting of an annual high school invitational track and field meet and related activities. The mission of the Bob Hayes Inc. is to encourage potential and existing middle and high school student athletes to continue competitive amateur athletics in the sport of track and field.

- *In 1964, a group of Jacksonville coaches and concerned Jacksonville citizens formed a planning committee to explore the development of a noteworthy track and field meet. With the permission of Jacksonville legend Robert "Bullet Bob" Hayes to use his name, the Bob Hayes Invitational Track and Field Meet came into fruition. Most track and field observers consider it the largest one day high school track and field meet in the Nation.*

The organization's vision is to provide underprivileged and deserving middle and high school track and field athletes an opportunity to attend college by receiving a scholarship through their spirited drive in track and field competition.

In over 50 years of its existence, the Bob Hayes Invitational Track and Field Meet have:

- *Worked with more than 50,000 student athletes from throughout the country.*
- *Impacted more than 200,000 visitors and citizens of Jacksonville, and fans throughout the nation*
- *Awarded more than 100 scholarships of $1,000.00 each.*
- *Impacted the Jacksonville economy by more than ten million dollars in the last ten years*

WHAT MAKES THE BOB HAYES TRACK MEET A FIRST CLASS EVENT)

ACCOMMODATION & LODGING:

- *Accommodations for the professional personnel Operators of the computerize track system*

ADMINISTRATION:

- *Accounting and Bookkeeping, General Miscellaneous, Postage, Shipping, Delivery, Rent Telephone, Telecommunication and Utilities*

MARKETING:

- *Marketing expenses pay the cost of printed materials, audio and video materials, and scripts developed and produced by a national marketing firm. National advertising spots begin in late January and continue until the event is over.*

TRACK MEET:

- *Announcers*-Announcers are persons (knowledgeable of the 18 boys and girls events and able to keep the audience informed of the meet and records) who announce the track events and the start and conclusion of each event.
- *Signs, stadium*-Costs of stadium signs and directional information for local and out-of-town coaches and fans for meet events and ancillary activities, street directional signs for events and locations, entry gates, parking port-o-lets and first aid facilities.
- *Trophies & awards*-Trophies and awards presented to all athletes from first through 8th place in each event on Friday and Saturday – Special awards are presented to volunteers and community persons throughout the city of Jacksonville.
- *Bleachers rental*-Costs to rent bleachers, which will provide additional seating for fans and meet officials beyond the maximum seating capacity of Raines High School stadium.
- *Credentials*-Costs to purchase identification tags for VIPs, staff volunteers, and visiting and local coaches.
- *Maintenance*-Costs setting-up, cleaning and maintaining the facilities (6 days – 10 workers) and months in advance.
    - *Grooming the field and hauling pits, hurdlers and field equipment to and from the field*
    - *Setting up 'Clerk of the Course' area.*
    - *Setting up for middle school clinic and track meet.*
    - *Clean-up from clinic and middle school meet*
    - *Custodial service for middle school clinic and Meet.*
    - *Preparation for vendors.*
    - *Touching-up, decorating and setting up for the Meet.*
    - *Maintenance and custodial service for the Meet (Restroom and stadium – clean and removable of trash through-out the day of the activities) After the Meet (Sunday-Monday)Cleaning of stadium- School grounds – Raines Avenue- Moncrief Road – Viking Way – Owens Avenue and removable of all trash and waste –removable of all sign folded and stored away. Final cleaning of the restroom and returning the entire area and facilities to its original condition*
- *Track System*-Cost of national industry software necessary to capture, track, verify, and validate track events, records and scores. Online entry services for all track coaches and officials.
- *Security*-Cost of hiring a professional security guard service and off-duty police for the two-day event to provide security protection, and to direct and monitor foot and vehicular traffic.(No incidents for the past 52 years because of the type of security hired
- *Supplies*-Cost of general office and track preparation supplies.
- *Printing & materials*-Cost of printing statistical information, program books, national, local press releases. Invitation packet for (over 2,300 packets) middle and high school, and coaches packets(about 235 packets)
- *Uniforms*-Costs of meet related uniform T-shirts for student volunteers and collared shirts for volunteers, administrative and Official field staff
- *Food/Beverage*-Costs of food and beverages for volunteers and participants.(Monday Workshop for Officials and Saturday lunch for officials and volunteers)
- *Equipment rental*-Costs to rent tents, tables, chairs, two-way radios, port-a-lets, golf carts and attenuators, sound system speakers, and a Video Jumbotron for all meet events.

Bob Hayes Invitational Track Meet, Inc.
Initial Budget FY16-17
October 2016 through September 2017

Ordinary Income/Expense		
Income		
Grant revenue	84,875	
Total Income	84,875	84,875
Expense		
Accommodations		
Lodging	400	
Total Accommodations	**400**	
Administration		
Accounting and bookkeeping	3,000	
Office Operations	1,396	
Rent and Utilities	14,400	
Total Administration	**18,796**	
Marketing and advertising	**3,300**	
Track Meet		
Event Staffing	3,450	
Equipment rental	30,792	
Insurance	1,103	
Maintenance	5,700	
Printing (Signs, Shirts, etc)	2,234	
Security	13,507	
Trophies, awards, uniforms	3,152	
Other Event Expenses	2,441	
Total Track Meet	**62,379**	
Total Expense		**-84,875**
Net Income		**0**

EXHIBIT B
Certification of Additional Funding Sources

Recipient Name: _____ **Address:**_____

ADDITIONAL FUNDING SOURCES	AMOUNT
a.	$
b.	$
c.	$
d.	$
e.	$
f.	$
g. TOTAL	$

IMPORTANT: PLEASE READ BEFORE SIGNING

CERTIFICATION

The undersigned certifies on behalf of the requesting agency (the "Recipient") that all information furnished on this certification form and in the Recipient's Public Service Grant Common Application for Funding ("Application") on file with the City is true and complete and shall be binding on the Recipient.

The undersigned further certifies on behalf of the Recipient that no additional funding (other than as set forth above) is being used in the program for which the Recipient has received funding from the City pursuant to this Agreement and that if additional funding is obtained for the program in the future, the Recipient will promptly notify the City of the amount, and the source(s) and use(s) of the funding or if any of the funding set forth above is discontinued and the Recipient will no longer receive said funding, so that the City can evaluate whether more than the necessary amount of grant funds have been invested in the Recipient's program, or with respect to discontinued funding if the City's grant funding should be suspended until the Recipient's discontinued funding has been restored. The Recipient understands and agrees that the City's evaluation of the additional funding or discontinued funding may result in the Recipient refunding monies to the City or the City's suspending the Recipient's funding.

All certifications herein shall be deemed incorporated into the Agreement; it being understood that these certifications are continuing covenants and representations by the Recipient to the City. The Recipient understands and agrees that if false information is provided in the Application, the City may deem the Recipient ineligible for any further funds, may terminate the Recipient's agreement and recapture all funds expended, and may pursue any and all remedies available to the City at law or equity..

The City may verify any of the information contained in this certification and the Application from any source it deems necessary.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on the _____day of _____,2016.

_____

Signature Title